

CONTEMPT OF COURT—THE LAW OF CLUBS.

der; but the power to punish for a contempt of Court, not committed in the face of the Court, is a power that appertains only to the Superior Courts. This power can be traced to a time when all the Courts were *curia regis*; but the County Courts are the creation of an Act of Parliament, and their power of punishing for contempt of Court is clearly limited to a contempt committed in the face of the Court. It is true that a County Court is a Court of record, but that does not confer upon it the power that belongs to the Superior Courts, which were the Supreme Courts of the Sovereign. We apprehend the ruling of the Court of Queen's Bench is correct beyond question.

A County Court judge is not without means of redress if he is calumniated, or if anyone is guilty of conduct calculated to affect the administration of justice. The County Court judge can proceed against the offender by indictment or by criminal information. Mr. Justice Quain remarked that the power of committal for contempt not committed in the face of the Court was exercised by the Superior Courts under the greatest possible sense of responsibility, and that 'to confer such a power upon some sixty judges sitting about the country would be very dangerous and detrimental to the due administration of justice.' No doubt about it. A County Court judge is not subject to the same ordeal of public criticism as the judge of a Superior Court, because the proceedings of his Court are not so fully or so regularly reported. Now, if complaint of the conduct of a County Court judge—not in Court, but out of Court—subjected the complainant and the publisher of the paper to imprisonment during the pleasure of the County Court judge, the public confidence in the County Courts would be shaken.

We do not say that the County Court judges would abuse their power, but, whether they did so or not, they would be suspected. It would, therefore, be inexpedient to confer such a jurisdiction on County Courts. It is also needless, because the Act gives them authority to punish offenders for a contempt committed in the face of the Court, and for contempts committed out of Court they have the protection of the general law."

There is a great deal of business before the Common Law Courts this term, but so far little has been done, the reason apparently being that counsel are not ready with their cases.

SELECTIONS.

THE LAW OF CLUBS.

A Club is not a partnership, and the rights and liabilities of its members *inter se*, and towards the public, are not regulated by the law of partnership. In the matter of the St. James' Club, 2 D. G. M. & G. 383, Lord St. Leonard said: "The law, which was at one time uncertain, is now settled that no member of a club is liable to a creditor, except so far as he has assented to the contract in respect of which such liability has arisen." And again he says: "The individuals who form a club do not constitute a partnership nor incur any liability as such." This case decided also that clubs are not "associations" within the meaning of the winding-up acts of 1848-9. The later acts relative to "winding-up" do not change the law as to clubs as laid down in this case. The case of *Fleemyng v. Hector*, 2 M. & W., 172, decided in 1836, is the leading case in England in respect to the liability of individual members of clubs for supplies furnished to the club. The "Westminster Reform Club" was organized under the following rules: That the initiation fee should be ten guineas; that the annual subscription should be five guineas; that if any subscription was not paid within a limited time, the defaulter should cease to be a member; that there should be a committee to manage the affairs of the club; and that all the members should discharge their club bills daily, the steward being authorized, in default of payment on request, to refuse to continue to supply them. The court held, in an action by an outsider against a member to recover for supplies furnished, that the individual members were not personally liable; for that the committee had no authority to pledge the personal credit of the members. Baron Parke, in his opinion, used the following language: "The rules of the club forms its constitution. . . . This action is brought against the defendant on a contract, and the plaintiff, must prove that the defendant, either himself or by his agent, has entered into that contract. That should always be borne in mind. . . . It is upon the construction of these rules that the liability of the defendant depends." In order to